B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NORTH CAROLINA

In re RODNEY GLEN DEBROW,	Case No11-07041
TRANSFER OF CLAIM OT	HER THAN FOR SECURITY
A CLAIM HAS BEEN FILED IN THIS CASE or dhereby gives evidence and notice pursuant to Rule 3 than for security, of the claim referenced in this evidence.	8001(e)(2), Fed. R. Bankr. P., of the transfer, other
PRA Receivables Management, LLC., as agent of Portfolio Recovery Associates, LLC	HSBC Bank Nevada, N.A.
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent: PRA Receivables Management, LLC., as agent of Portfolio Recovery Associates, LLC POB 41067 NORFOLK, VA 23541	Court Claim # (if known): 9 Amount of Claim: 420.42 Date Claim Filed: 01/26/2012
Phone: 877-829-8298	Phone:
Last Four Digits of Acct #:0623	Last Four Digits of Acct. #: 0623
Name and Address where transferee payments should be sent (if different from above): Portfolio Recovery Associates, LLC POB 12914 NORFOLK, VA 23541	Transferor Address: CAPITAL ONE, N.A. 1680 Capital One Drive McLean, VA 22102
Phone: 877-829-8298 Last Four Digits of Acct #:	
I declare under penalty of perjury that the information best of my knowledge and belief.	on provided in this notice is true and correct to the
By: /S/ Valerie Smith Transferee/Transferee's Agent	Date: 4/24/2013

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Bankruptcy_Info_@portfoliorecovery.com

Exhibit 1 to Receivable Sale Agreement dated April 4, 2013

BILL OF SALE

Closing Date: April 9, 2013

Capital One, National Association ("Seller")	, in consideration of a Purchase Price of
and other valuable consideration, the	receipt of which is hereby acknowledged,
hereby sells, assigns and transfers all right, title and in	terest in the Accounts identified in the Sale
File entitled	(which may be in electronic
form) to Portfolio Recovery Associates, LLC ("Bu	yer"), without recourse or representation
except as expressly provided herein or on the terms, a	nd subject to the conditions, set forth in the
Agreement (as defined below).	

This Bill of Sale is delivered pursuant to that certain Receivable Sale Agreement, dated as of April 4, 2013, by and between Seller and Buyer (the "Agreement"). All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such terms in the Agreement.

The Cutoff Date for the Sale File was April 1, 2013. The aggregate Account Sale Balance of the Accounts as of the Cutoff Date was

CAPITAL ONE, NATIONAL ASSOCIATION

James John Ma

Title: Vice President

BILL OF SALE

This BILL OF SALE (the "Bill of Sale") dated May 1, 2012, is by and among HSBC Finance Corporation, a Delaware corporation, HSBC Retail Services, Inc., a Delaware corporation, HSBC Bank Nevada, N.A., a national banking association, HSBC Card Services Inc., a Delaware corporation, HSBC Receivables Acquisition Company I, a Delaware corporation and HSBC Receivables Funding Inc. II, a Delaware corporation (each, a "Transferring Entity"), in favor of Capital One, National Association, a national banking association ("CONA"), and Capital One Bank (USA), National Association, a national banking association ("COBNA"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement (as defined below).

WHEREAS, each of CONA and COBNA is a wholly owned Subsidiary of Capital One Financial Corporation ("Purchaser");

WHEREAS, Purchaser, HSBC Finance Corporation, HSBC USA Inc. and HSBC Technology & Services (USA) Inc. are parties to that certain Purchase and Assumption Agreement, dated as of August 10, 2011 (the "Agreement");

WHEREAS, pursuant to <u>Section 2.1(a)</u> of the Agreement, effective as of the Effective Time, each Seller, as applicable, is to sell, convey, transfer, assign and deliver, or cause one or more of its Subsidiaries to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser is to purchase and accept from each Seller or its applicable Subsidiaries, all of each such Selling Entity's right, title and interest in, to and under the Acquired Assets that are tangible personal property (the "Applicable Acquired Assets");

WHEREAS, pursuant to <u>Section 10.2</u> of the Agreement, Purchaser may assign its right under the Agreement to acquire any asset to any wholly owned Subsidiary without the prior written consent of any other party to the Agreement and has assigned its right to acquire the Applicable Acquired Assets to CONA or COBNA, as applicable; and

WHEREAS, pursuant to <u>Sections 3.2(c)</u> and <u>3.3(b)</u> of the Agreement, the parties desire to execute and deliver at the Closing this Bill of Sale to evidence the sale, conveyance, transfer, assignment and delivery of the Applicable Acquired Assets owned by the Transferring Entities to Purchaser and/or its wholly owned Subsidiaries as of the Closing Date.

NOW, THEREFORE, in consideration of the payment by Purchaser and/or its wholly owned Subsidiaries of the Purchase Price and the assumption by Purchaser and/or its wholly owned Subsidiaries of the Assumed Liabilities for the sale, conveyance, transfer, assignment and delivery of the Acquired Assets owned by the Selling Entities, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Transferring Entity, intending to be legally bound, does hereby sell, convey, transfer, assign and deliver to CONA and COBNA, and their successors and assigns, in accordance with the allocations set forth on Annex A hereto, all of such Transferring Entity's right, title and interest in, to and under the Applicable Acquired Assets owned by it free and clear of all Liens (except for Permitted Liens); TO HAVE AND TO HOLD unto CONA and COBNA (in accordance with the allocations set forth on Annex A hereto), their successors and assigns, as applicable, to their

own use and benefit forever, all of the Applicable Acquired Assets hereby sold, assigned, transferred, conveyed and delivered as of the Closing.

THE PARTIES FURTHER COVENANT AND AGREE AS FOLLOWS:

- a. From time to time each Transferring Entity and its successors and assigns shall, and shall cause its Subsidiaries to, without further consideration, cooperate, execute and deliver all such further bills of sale, assignments or other instruments of conveyance and transfer, and take such actions, all as may be reasonably requested by CONA and COBNA, and their successors or assigns, in order to carry out the sale, assignment, conveyance, transfer and delivery of the Applicable Acquired Assets covered by this Bill of Sale as contemplated in this Bill of Sale and the Agreement.
- b. This Bill of Sale shall become effective as of the Effective Time at the Closing pursuant to the terms of the Agreement. Nothing in this Bill of Sale shall be deemed to constitute an agreement to sell, convey, transfer, assign or deliver to Purchaser or its Subsidiaries any Applicable Acquired Asset (or portion thereof) prior to the Effective Time.
- c. This Bill of Sale is given pursuant to the provisions of the Agreement and the sale, conveyance, transfer, assignment, and delivery of the Applicable Acquired Assets hereunder are made subject to the terms and conditions of the Agreement and shall be construed consistently therewith. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Agreement. In the event that any provision of this Bill of Sale is construed to conflict with a provision in the Agreement, the parties agree that the provision in the Agreement shall be controlling.
- d. The following Sections of the Agreement are incorporated into this Bill of Sale by reference, to be applied and construed consistently with the application of such Sections in the Agreement as if such Sections were set forth herein: Sections 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.10 and 10.13.

[Signatures Appear on the Following Page]

Name: Gregory T. Zeeman Title: Executive Vice President and Chief Operating Officer, USA HSBC RETAIL SERVICES INC. By: Name: Mike Reeves Title: Executive Vice President, Chief Financial Officer and Treasurer HSBC BANK NEVADA, N.A. By: Name: Mike Reeves Title: Executive Vice President, Chief Financial Officer and Treasurer HSBC CARD SERVICES INC.
Title: Executive Vice President and Chief Operating Officer, USA HSBC RETAIL SERVICES INC. By:
Title: Executive Vice President and Chief Operating Officer, USA HSBC RETAIL SERVICES INC. By:
HSBC RETAIL SERVICES INC. By: Name: Mike Reeves Title: Executive Vice President, Chief Financial Officer and Treasurer HSBC BANK NEVADA, N.A. By: Name: Mike Reeves Title: Executive Vice President, Chief Financial Officer and Treasurer
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Title: Executive Vice President, Chief Financial Officer and Treasurer
Officer and Treasurer
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HSBC CARD SERVICES INC.
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By: 1 her keeves
Name: Mike Reeves
Title: Executive Vice President, Chief Financial
Officer and Treasurer
HSBC RECEIVABLES ACQUISITION COMPANY I
Λ λ Λ
By: 7 Nule Keeves
Name: Mike Reeves
Title: Executive Vice President, Chief Financial
Officer and Treasurer
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HSBC RECEIVABLES FUNDING INC. II
A I. A
By: Thise Keens
Name: Mike Reeves
Title: Executive Vice President, Chief Financial

Officer and Treasurer

CAPITAL ONE WATIONAL ASSOCIATION

Name: Murray P. Abrams

Title: Executive Vice President, Corporate Development

CAPITAL ONE BANK (USA), NATIONAL ASSOCIATION

By:___

Name: Myrray P. Abrams

Title: Executive Vice President,

dorporate Development

Schedule A

Products

- 1. American DreamCard
- 2. Cash Rewards
- 3. Client 5221
- 4. DAMARK (containing the Damark Visa logo but not the Damark Internat'l Inactive logo)
- 5. Direct Merchants Bank Discover Network Card
- 6. Direct Reward Platinum Discover Network Card (Organic & Secondary)
- 7. Direct Rewards Platinum MasterCard
- 8. DMB
- 9. Household Bank
- 10. Household Bank unsecured
- 11. Household Bank MasterCard (containing the HSBC MasterCard logo but not the Household Bank MasterCard logo)
- 12. Household Bank Refund Rewards Buying Card
- 13. Household Bank Secured
- 14. Household Bank Visa
- **15. HSBC**
- 16. HSBC American Express
- 17. HSBC Discover Network Card
- 18. HSBC Platinum MasterCard
- 19. HSBC Platinum Visa
- 20. Metris Co
- 21. Orchard Bank Standard Secured
- 22. Orchard Bank Unsecured
- 23. Platinum MasterCard Unbranded
- 24. Platinum Visa Unbranded
- 25. Premier World MasterCard
- 26. Red Hat Society